

Cedar Falls

Teamsters #238 (Police)

7/1/2006 6/26/2009



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CEDAR FALLS, IOWA

AND

TEAMSTERS UNION LOCAL NO. 238  
(Police Department)

July 1, 2006 – June 26, 2009



# Table of Contents

## ARTICLE 1

DEFINITIONS .....	7
§1.1 Union:.....	7
§1.2 Union Member: .....	7
§1.3 Employee:.....	7
§1.4 Department: .....	7
§1.5 Employer: .....	7
§1.6 Police Chief .....	7
§1.7 Overtime:.....	7
§1.8 Scheduled Shift:.....	7
§1.9 Rest Breaks:.....	7
§1.10 Lunch Breaks:.....	7
§1.11 Strike: .....	7
§1.12 Supervisor:.....	7
§1.13 Part-time Employee: .....	7

## ARTICLE 2

GRIEVANCE PROCEDURE.....	8
§2.1 Definition of a Grievance .....	8
§2.2 Processing of a Grievance.....	8
§2.3 Step 1 - Oral Discussion .....	8
§2.4 Step 2 - Written Grievance .....	8
§2.5 Step 3 - Appeal to Police Chief .....	8
§2.6 Step 4 - Grievance Mediation .....	8
§2.7 Step 5 - Grievance Arbitration.....	9
§2.8 Arbitrator Selection .....	9
§2.9 Arbitrator Functions .....	9
§2.10 Retroactive Pay Provision.....	9
§2.11 Filing and Response Deadlines.....	9
§2.12 Civil Service Employees.....	9
§2.13 Union Notification.....	10

## ARTICLE 3

HOLIDAYS.....	10
§3.1 Holidays.....	10
§3.2 Special Holiday.....	10
§3.3 Holiday Pay Eligibility .....	10
§3.4 Floating Holiday Eligibility.....	10
§3.5 Saturday/Sunday Holidays - Non-Shift Employees .....	10
§3.6 Holidays - Shift Employees .....	10
§3.7 Pay for Holidays Worked - Shift Employees.....	10

## ARTICLE 4

SENIORITY .....	11
§4.1 Defined .....	11
§4.2 Employees With Same Employment Date .....	11
§4.3 Seniority Application to Vacation, Holidays and Compensatory Time .....	11
§4.4 Probationary Period.....	11
§4.5 Seniority Application to Lay-Off and Recall .....	11
§4.6 Lay-Off.....	11
§4.7 Lay-Off Notification .....	11
§4.8 Recall After Lay-Off.....	11
§4.9 Recall Notification.....	12
§4.10 Recall Qualifications .....	12
§4.11 Refusing Recall.....	12
§4.12 Reclassification in Lieu of Layoff.....	12
§4.13 Seniority During Sickness and/or Injury.....	12
§4.14 Seniority Lists.....	12
§4.15 Termination of Seniority.....	12
§4.16 Veterans.....	12

## ARTICLE 5

LEAVE OF ABSENCE.....	12
§5.1 Requests for Leave.....	12
§5.2 Pay Practices.....	13
§5.3 Limits on Leave.....	13
§5.4 Effects on Seniority.....	13
§5.5 Benefit Accrual.....	13

## ARTICLE 6

SICK LEAVE.....	13
§6.1 Defined.....	13
§6.2 Eligibility and Benefits.....	13
§6.3 Use of Sick Leave.....	13
§6.4 Family Sick Leave Limitations.....	13
§6.5 Sick Leave Pay.....	13
§6.6 Sick Leave Notification.....	13
§6.7 Use of Vacation Credits for Sick Leave.....	14
§6.8 Sick Leave Without Pay.....	14
§6.9 Proof of Illness.....	14
§6.10 Workers' Compensation - Civilian Employees.....	14
§6.11 On Duty Injury - Civil Service Employees.....	14
§6.12 Return-to-Work Requirements.....	14
§6.13 Outside Employment Injuries.....	14
§6.14 Pregnancy.....	14
§6.15 Sick Leave Casual Day.....	14

## ARTICLE 7

BEREAVEMENT LEAVE.....	14
§7.1 Bereavement Benefits.....	14
§7.2 Special Extensions.....	15
§7.3 Qualifications.....	15
§7.4 Compensable Days.....	15

## ARTICLE 8

VACATIONS.....	15
§8.1 Vacations.....	15
§8.2 Employment Year Accrual.....	15
§8.3 Payment on Termination - Probationary Employee.....	15
§8.4 Holidays Within Vacations.....	15
§8.5 Vacation Scheduling Conflicts.....	15
§8.6 Accumulation and Carryover.....	15
§8.7 Sickness During Vacation.....	15
§8.8 Limitations on Vacation.....	16
§8.9 Splitting Work Weeks.....	16

## ARTICLE 9

WORK SCHEDULE.....	16
§9.1 Non-shift Employees.....	16
§9.2 Shift Employees.....	16
§9.3 Rest Breaks.....	16
§9.4 Changes in Work Schedule.....	16

## ARTICLE 10

OVERTIME PAY.....	16
§10.1 Time and One-Half.....	16
§10.2 Call Back - First Scheduled Day Off.....	16
§10.3 Call Back - Second Scheduled Day Off.....	16
§10.4 Minimum Overtime Rates.....	17
§10.5 Double Time Rates - Meals.....	17
§10.6 Holiday/Vacation Overtime Call Back.....	17
§10.7 Compensatory Time.....	17

<b>ARTICLE 11</b>	
RETIREMENT AND SEVERANCE PAY .....	17
§11.1 Retirement Age.....	17
§11.2 Reimbursement.....	17
<b>ARTICLE 12</b>	
SEPARABILITY AND SAVINGS .....	18
§12.1 Separability and Savings.....	18
§12.2 Duty to Re-negotiate.....	18
<b>ARTICLE 13</b>	
INSURANCE .....	18
§13.1 Health and Hospitalization Insurance.....	18
§13.2 Life Insurance.....	19
§13.3 Long Term Disability.....	19
§13.4 Police Professional .....	19
§13.5 Retiree Coverage .....	19
<b>ARTICLE 14</b>	
TRANSFER PROCEDURES .....	19
§14.1 Changes in Classification - Upward .....	19
§14.2 Changes in Classification - Downward.....	19
§14.3 Posting Vacancies.....	19
§14.4 Police Chief to Establish Schedule.....	19
<b>ARTICLE 15</b>	
PAY PLAN.....	20
§15.1 Pay Schedule .....	20
§15.2 Gross Compensation.....	20
§15.3 Pay Rate Excludes Expenses .....	20
§15.4 Minimum Rates .....	20
§15.5 Progression Through Steps.....	20
§15.5.1 Sworn Police Officers.....	20
§15.5.2 Non-Sworn Police Personnel.....	20
§15.6 Promotional Pay .....	21
§15.7 Longevity.....	21
§15.8 Shift Differential.....	21
§15.8.1 Second Shift .....	21
§15.8.2 Third Shift .....	21
§15.9 Pay Checks .....	21
§15.10 Effective Date for Compensation and Benefit Adjustment.....	22
§15.11 Pay Period and Pay Day: .....	22
<b>ARTICLE 16</b>	
UNION DUES AND CHECK OFF.....	22
§16.1 Deduction of Union Dues.....	22
§16.2 Employer Hold Harmless.....	22
§16.3 Monthly Deductions .....	22
<b>ARTICLE 17</b>	
GENERAL PROVISIONS .....	22
§17 Uniforms.....	22
§17.1 Pay Day .....	22
§17.2 Transportation Authorization.....	22
§17.3 Travel Requests and Payments .....	23
§17.4 Safety and Training.....	23
§17.5 Protective Devices - Safety.....	23
§17.6 Personal Property.....	23
§17.7 Disclaimer - Civil Service.....	23
§17.8 City Defense of Employees.....	23
§17.9 Educational Assistance Program.....	23

§17.10 Police Associations.....	23
§17.11 Changes During Term of Contract Agreement .....	23
§17.12 Duration.....	24
<b>FY07 EXHIBITS "A-C" .....</b>	<b>25-27</b>
<b>FY08 EXHIBITS "A-C" .....</b>	<b>28-30</b>
<b>FY09 EXHIBITS "A-C" .....</b>	<b>31-33</b>
<b>EXHIBIT "D" .....</b>	<b>34</b>
Letter of Understanding Regarding Deleted Positions.....	35
Letter of Understanding Regarding Uniforms .....	36

## AGREEMENT

This Agreement is made and entered into this 26<sup>th</sup> day of June, 2006, by and between the City of Cedar Falls, Iowa, hereinafter called the Employer, and Chauffeurs, Teamsters and Helpers, Local Union 238, affiliated with the International Brotherhood of Teamsters, hereinafter called the Union. This Agreement is negotiated for the purpose of establishing and perpetuating harmonious relations between the Employer and the Union and to facilitate orderly adjustment of grievances and complaints. This Agreement is entered into in consideration of the mutual performance of its provisions by the Employer and the Union.

## **ARTICLE 1**

### **DEFINITIONS**

**§1.1 Union:**

Chauffeurs, Teamsters and Helpers Local Union 238, affiliated with the International Brotherhood of Teamsters.

**§1.2 Union Member:**

A member of Teamsters Union Local No. 238, as described in Paragraph 1.1.

**§1.3 Employee:**

A member of the exclusively recognized bargaining unit.

**§1.4 Department:**

The Police Department.

**§1.5 Employer:**

The City of Cedar Falls, Iowa.

**§1.6 Police Chief:**

The Police Chief of the Cedar Falls Police Department.

**§1.7 Overtime:**

Work performed at the express authorization of the Employer in excess of the employee's work day or work week.

**§1.8 Scheduled Shift:**

A consecutive work period including rest breaks and a lunch break.

**§1.9 Rest Breaks:**

Period during the scheduled shift during which the employee remains on continued duty and is responsible for assigned duties.

**§1.10 Lunch Breaks:**

A period during the scheduled shift during which the Employee is not on duty and is not responsible for assigned duties, unless otherwise notified.

**§1.11 Strike:**

Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of public employment.

**§1.12 Supervisor:**

For the purposes of this Agreement, a Supervisor is a Lieutenant Shift Commander, Unit Supervisor or Police Chief.

**§1.13 Part-time Employee:**

Any permanent employee who has regular set hours of thirty-two (32) hours per week or less is considered part-time and is not subject to any of the provisions of this Agreement, except salary as set forth in Exhibits "A" & "B" of this Agreement.



## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

#### **§2.1 Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

#### **§2.2 Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Any grievance or dispute arising out of the interpretation of this Agreement shall be settled in the following manner:

#### **§2.3 Step 1 - Oral Discussion**

An employee believing he/she has cause for grievance may, at his/her option, discuss the matter directly with his/her Lieutenant, or may take it up with the Union Steward or Business Representative, who shall discuss the grievance with the employee's Lieutenant. This oral discussion may take place with the employee's Captain if the Lieutenant is unavailable within 24 hours of the date of the event which gave rise to the grievance. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

#### **§2.4 Step 2 - Written Grievance**

If oral discussion fails to settle the grievance, the aggrieved employee, Union Steward, or Business Representative must reduce same to writing, citing the contract provisions allegedly violated and other pertinent details, and present the signed grievance to the employee's Captain within five (5) working days from the date of the event which gave rise to the grievance. The Captain shall give an answer in writing to the appropriate party within five (5) working days from receipt of the written grievance.

#### **§2.5 Step 3 - Appeal to Police Chief**

If not settled satisfactorily in Step 2, the aggrieved employee, Union Steward, or Business Representative will submit the grievance in writing within seven (7) working days of receiving the Captain's answer to the Police Chief. The Police Chief shall submit a written answer, within seven (7) working days, to the appropriate party.

#### **§2.6 Step 4 - Grievance Mediation**

If not settled satisfactorily within seven (7) working days from the answer in Step 3, the grievance shall be submitted to grievance mediation in accordance with the following provisions:

- a) Mediation of a grievance will be scheduled on the basis of a request for mediation by the Union made within seven (7) business days of receipt of the Police Chief's answer to the grievance in Step 3. Unless the parties mutually agree in writing to proceed directly to grievance arbitration, the grievance shall be submitted to mediation.
- b) One (1) representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.

- c) The parties' representatives may, but are not required to, present the mediator with a brief, written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- d) Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made.
- e) The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- f) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided.
- g) The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent unless both parties otherwise agree.
- h) In the event a grievance which has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party at the mediation conference may be used against the other party at arbitration.
- i) The fees and expenses of the mediator shall be divided equally between the Union and the Employer provided, however, that each party shall be responsible for compensating its own representatives.

### **§2.7 Step 5 - Grievance Arbitration**

If the grievance is not resolved in Step 4, either party to this Agreement may submit the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within seven (7) calendar days following the Step 4 mediation proceedings.

### **§2.8 Arbitrator Selection**

In the event that the Union and the Employer refer a grievance or dispute to arbitration, the impartial arbitrator shall be selected by mutual agreement between the parties. If the Union and the Employer are unable to agree upon an impartial arbitrator within ten (10) calendar days after either party notifies the other party of its decision to arbitrate, either party may request the Iowa Public Employment Relations Board to provide a list of five (5) neutral arbitrators. Upon receipt of said list, the parties shall determine by lot the order of elimination and thereafter each shall alternately strike from the list two (2) names and the remaining name shall become the arbitrator.

### **§2.9 Arbitrator Functions**

The function of the arbitrator shall be to determine controversies involving interpretation of this Agreement and he/she shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union provided that each party shall be responsible for compensating its own representative and witnesses.

### **§2.10 Retroactive Pay Provision**

A grievance affecting the financial status of any employee which is settled in favor of the employee shall be retroactive to the date on which the grievance occurred.

### **§2.11 Filing and Response Deadlines**

If the grieving employee or the Union, refuses or fails to appear or proceed at any stage of the grievance procedure, within the prescribed time limits, the complaint shall be deemed withdrawn. If the Employer does not answer a grievance or respond within the prescribed time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The Employer and the employee or Union may, by mutual written agreement, extend the time requirements in any step.

### **§2.12 Civil Service Employees**

If, as a result of a written response from the Police Chief, the grievance remains unsettled; and if the grievance involves matters governed by the Civil Service Rules or statutory provisions, Civil Service employees who have completed the required probationary period may appeal the grievance to Step 4 or to the Civil Service Commission. If appealed to the Civil Service Commission, the grievance is not subject to Steps 4 or 5. The aggrieved employee, Union Steward or Business Representative shall indicate, in writing, which procedure is to be utilized - the grievance procedure as set forth herein, or

Civil Service and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employees, Union Steward or Business Representative from making subsequent appeal through Steps 4 or 5 of this Article.

### **§2.13 Union Notification**

Whenever disciplinary action is taken, the Union Business Representative and Chief Steward shall be notified in writing, as promptly as possible, of all action taken including but not limited to warnings, suspensions or discharge.

## **ARTICLE 3** **HOLIDAYS**

### **§3.1 Holidays**

An eligible employee shall receive eight (8) hours pay at his/her regular straight time hourly rate for each of the following holidays:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
Three Floating Days

### **§3.2 Special Holiday**

During those years when Christmas falls on a Tuesday, Wednesday, Thursday or Friday, non-shift employees will receive the day of Christmas Eve off with pay.

### **§3.3 Holiday Pay Eligibility**

An employee, to be eligible for holiday pay, shall have worked the last scheduled work day prior to and the next scheduled work day immediately following such holiday unless such employee shall have been excused by the Police Chief or is absent due to proven sickness or injury, subject to provisions of Article 6.

### **§3.4 Floating Holiday Eligibility**

The floating days may be taken at any time after six (6) months employment by the employees providing approval has been received from the Police Chief. Floating days must be taken within the fiscal year, unless mutually agreed otherwise by the Police Chief and the employee.

### **§3.5 Saturday/Sunday Holidays - Non-Shift Employees**

Non-shift personnel will observe holidays on their regular day. Holidays falling on Sunday will be observed on Monday; holidays falling on Saturday will be observed on the preceding Friday.

### **§3.6 Holidays - Shift Employees**

In the place of holidays outlined in §3.1 and §3.2 shift personnel shall be granted equal time-off to be used within the fiscal year, and may be taken individually in succession or in conjunction with vacation time. Requests for these days off shall be submitted in writing to the Police Chief for approval at least twenty-four (24) hours prior to the day to be used.

### **§3.7 Pay for Holidays Worked - Shift Employees**

Shift employees who are scheduled to work and who actually work on the following holidays, shall receive one and one-half (1 1/2) times their regular compensation for the hours actually worked, plus an additional paid day off at a later date. Such compensation shall be payable in compensatory time off or actual pay at the employee's sole discretion. This section shall also be applicable to employees who are in attendance at the Iowa Law Enforcement Academy during any of the following holidays.

New Year's Day  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day

Friday After Thanksgiving  
Christmas Eve  
Christmas Day

The Employer will not reschedule employees for the purpose of avoiding the benefits of this Section. Nothing herein shall be construed to allow any employee who actually works the holiday more or less than one and one-half (1 1/2) times pay and a paid holiday replacement day off at a later date.

## **ARTICLE 4**

### **SENIORITY**

#### **§4.1 Defined**

Seniority is an employee's length of continuous service in the department since the last day he/she started to work for the Employer, except as otherwise provided herein. "Last day he/she started to work for the Employer" shall mean the date upon which an employee first reported for work at the direction of the Employer, since which he/she has not quit, retired or been discharged.

#### **§4.2 Employees With Same Employment Date**

In the event two (2) or more employees are directed by the Employer to report for work on the same date, the seniority of those employees will be determined by a drawing.

#### **§4.3 Seniority Application to Vacation, Holidays and Compensatory Time**

- (a) From January 1st through March 31st, seniority shall govern in the choice of vacation, holiday and compensatory time off. Scheduling preference is (1) rank, (2) continuous service in rank, and (3) total time in the department. For scheduling vacation, holiday, and compensatory time off, civilian employees and Police Officers are in the same category.
- (b) Vacation, holiday, or compensatory time off requests for full days off have preference to partial day requests throughout the year.

#### **§4.4 Probationary Period**

Civilian Civil Service employees will serve a probationary period of six (6) months and Police Officers will serve a probationary period of twelve (12) months employment during which time they may be terminated by the Employer without showing cause or without recourse to the grievance procedure. Seniority of employees retained beyond the probationary period will date back to the date they last started to work for the Police Department.

#### **§4.5 Seniority Application to Lay-Off and Recall**

Seniority and layoffs shall operate on a departmental basis. In all cases of increases or decreases in the department's work force, length of service, if adequately qualified to perform the work available in the department, shall govern.

#### **§4.6 Lay-Off**

When it becomes necessary to reduce the working force in the department, employees with the least seniority shall be laid off first, providing the employees remaining on the payroll are qualified or can qualify within thirty (30) days to perform the work remaining to be done.

#### **§4.7 Lay-Off Notification**

In case of lay-off, notice of seven (7) calendar days will be given. Probationary employees will be the first to be laid off.

#### **§4.8 Recall After Lay-Off**

When employees have been laid off for reasons beyond their control and are later re-employed within three (3) years, their seniority time and rights shall be restored as of the day they left the service. Upon failure of an employee to return to work after ten (10) calendar days from receipt of notice mailed by the Employer to the employee, such employee's seniority, time and rights shall be forfeited. It shall be the laid-off employee's duty to keep the Employer advised of their address. The Employer will not hire a new employee if a laid-off employee can qualify to fill the vacancy and is available and will accept recall to that vacancy within ten (10) calendar days.

#### **§4.9 Recall Notification**

Employees still on the seniority list will be recalled to work by registered mail sent to their last address on the Employer's records. If the notice is sent to the last known address and is then sent back to the Employer, this fulfills the Employer's requirements. A copy of the letter will also be sent to the Union.

#### **§4.10 Recall Qualifications**

In the event of recall, the last employee laid-off shall be the first to be rehired subject to the Employer determination that the rehired employees are qualified or can qualify within thirty (30) days to perform the work assignments.

#### **§4.11 Refusing Recall**

An employee who declines recall to his regular job will be considered to have quit.

#### **§4.12 Reclassification in Lieu of Layoff**

An employee who because of physical disability or loss of other qualifications is unable to perform the duties of the regular job classification may, in lieu of being laid off, transfer to another or part-time job at the applicable pay rate providing said job is available. The employee shall be notified at least one (1) work week in advance that such move is contemplated.

#### **§4.13 Seniority During Sickness and/or Injury**

Any employee of the Employer covered herein who suffers sickness or injury shall continue to accumulate seniority during their absence due to such injury or sickness, and shall be reinstated upon recovery to their former position with full seniority rights provided they are physically qualified to work within one (1) year. This shall not conflict with the Code of Iowa.

#### **§4.14 Seniority Lists**

The Employer will prepare two (2) Seniority Lists, one for Civil Service employees and one for Civilian employees, by July 1<sup>st</sup> every year and will mail one (1) copy to the Union. An employee desiring to question his/her seniority standing must file his/her inquiry with the Police Chief within thirty (30) calendar days of the issuance of the seniority list.

#### **§4.15 Termination of Seniority**

The seniority of an employee will be terminated for:

- a) Voluntary quitting.
- b) Discharge for cause.
- c) Lay-off for more than three (3) years.
- d) Failure to report to work within ten (10) calendar days after notice of recall by registered mail by the Employer to the last address on the Employer's records or the inability to serve because of employee failure to notify of change of address.
- e) Absence from work for three (3) successive days without notice to the Employer or without providing a reason for his/her absence which is satisfactory to the Employer.
- f) Engaging in other employment during a leave of absence, except as provided in this Agreement.
- g) Absence because of illness or accident other than covered by Chapter 411, Code of Iowa as amended, for a period in excess of one (1) year.
- h) Retirement from active service of the Employer.
- i) Failure to secure proper leave of absence or failure to return by the expiration date of absence properly granted.

#### **§4.16 Veterans**

An employee who returns from service in the armed forces of the United States of America will be granted re-employment and seniority rights to which he/she is entitled under whatever law or laws are in effect at the time of his/her return and which apply to his/her case.

### **ARTICLE 5 LEAVE OF ABSENCE**

#### **§5.1 Requests for Leave**

A request for leave of absence must be submitted to the employee's Shift Supervisor or Unit Supervisor setting out the circumstances in full as to why such a leave is desired. The request will be considered on the basis of the work load existing

or anticipated in the employee's division and the circumstances of the request. Such requests must be approved by the Police Chief.

#### **§5.2 Pay Practices**

All leaves of absence shall be without pay unless otherwise specifically provided.

#### **§5.3 Limits on Leave**

The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extensions must be secured from the Police Chief. During the period of absence, the employee shall not engage in gainful employment without prior permission from the Police Chief. Failure to secure such permission shall result in termination of the employee involved, subject to the grievance procedure.

#### **§5.4 Effects on Seniority**

The continuity of seniority shall not be affected while on an approved leave of absence.

#### **§5.5 Benefit Accrual**

Any leave of absence relating to this Article shall not be computed as working time for the purpose of accruing vacation allowances, sick leave and longevity pay.

Employees who are enrolled in the group insurance programs of the Employer and who are on leave of absence must make arrangements for premium payments through the City Clerk's Office.

### **ARTICLE 6** **SICK LEAVE**

#### **§6.1 Defined**

Sick leave is defined as an absence of an employee from work by reason of illness, accident or other reasons provided herein.

#### **§6.2 Eligibility and Benefits**

Sick leave shall be earned by the employee as follows: one (1) day after the first seven (7) days of employment, an additional one (1) day after the first thirty (30) days, and an additional one (1) day for each month of employment. Upon beginning employment, the employee shall be credited with the first years sick leave of thirteen (13) days. If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted from the employee's final compensation. There will not be a limit on the accumulation of sick leave credits.

#### **§6.3 Use of Sick Leave**

Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession and an illness or injury of a member of the immediate family which includes the following: the spouse, children, grandchildren, also brothers, sisters, parents and grandparents of both the employee and the spouse.

#### **§6.4 Family Sick Leave Limitations**

Employees may be allowed certain family and medical leave in accordance with The Family and Medical Leave Act of 1993, and the Employer's policy adopted pursuant to such Act as contained in the Family and Medical Leave Policy of the Employer's Personnel Policy Manual. Requests for such leave must be directed to the Police Chief.

#### **§6.5 Sick Leave Pay**

In the event of sickness or injury, the employee will receive straight time pay for each work day that they are sick to the extent of their earned sick leave credit, but no more sick benefit per week than the employee's pay for a normal work week.

#### **§6.6 Sick Leave Notification**

Sick leave is in no way to be construed as additional vacation time. No lump sum payment may be made for unused sick leave except as provided in Article 11.2. Sick leave shall not be granted unless the supervisor or other person as established by each department has been notified not later than thirty (30) minutes before the starting time.

#### **§6.7 Use of Vacation Credits for Sick Leave**

Earned vacation credits may be used for sick leave absence before the anniversary date of employment, provided the sick leave credits have been exhausted.

#### **§6.8 Sick Leave Without Pay**

Leave without pay will not be granted for illness or injury if the employee has any sick leave credit.

#### **§6.9 Proof of Illness**

Sick leave covering a period in excess of two (2) working days must be substantiated, at the discretion of the Police Chief, by a written statement from a member of the medical profession. The statement must show the kind and nature of the sickness or injury, that the employee has been incapacitated for work for the period of their absence and is again physically able to perform their duties.

#### **§6.10 Workers' Compensation - Civilian Employees**

Any civilian employee who is injured and disabled while on duty shall continue to be paid their regular straight time rate but not to exceed twelve (12) weeks while their disability continues; provided that for the period of time such civilian employee is paid at the rate set forth above, their workers' compensation check shall be deducted from their regular pay check. If the period of disability for such a civilian employee continues for more than twelve (12) weeks referred to above, the Iowa State Workers' Compensation Law shall apply for the continuing period of disability. No civilian employee in any one year shall be entitled to more than said twelve (12) weeks pay regardless of the number of accidents in said year. Absence from work due to job-incurred injury as detailed in the foregoing paragraph shall not be charged against the employee's sick leave credits.

#### **§6.11 On Duty Injury - Civil Service Employees**

Any Civil Service employee who is injured and/or disabled while on duty shall be compensated in accordance with the Code of Iowa.

#### **§6.12 Return-to-Work Requirements**

An individual who is injured on the job will not be allowed to return to work until they have presented a written statement from a member of the medical profession stating the kind and nature of injury, that the employee has been incapacitated from work and that the employee is again physically able to perform their duties. Such examination as relates to job injuries will be paid for by the Employer.

#### **§6.13 Outside Employment Injuries**

Any employee who is injured or disabled while either self-employed or employed by another employer on a regular or part-time continuing basis is not entitled to use City sick leave. This provision shall only apply if the other employer is covered by Workers' Compensation or other applicable insurance.

#### **§6.14 Pregnancy**

Any disability to an employee which is the result of pregnancy shall be treated the same as any other illness or injury, as set forth in this Agreement.

#### **§6.15 Sick Leave Casual Day**

Employees hired after July 1, 1989, may accrue one (1) casual day for every six (6) consecutive months of zero sick leave usage. Sick leave casual days must be used within one (1) year of the date they are earned. Any accrued sick leave casual day(s) shall be forfeited upon termination.

### **ARTICLE 7 BEREAVEMENT LEAVE**

#### **§7.1 Bereavement Benefits**

Bereavement leave will be granted up to one (1) work week absence with pay in the event of the death of a member of the immediate family which includes: current spouse, child (including legally adopted, foster child or step child), parent,

stepparent, brother, sister, stepbrother, stepsister, father-in-law or mother-in-law. In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of either the employee or the spouse, the employee is eligible for up to three (3) working days absence with pay.

#### **§7.2 Special Extensions**

The work week and three-day allowances are intended to cover travel, but in special cases involving unusual time-consuming travel or special circumstances, leave with pay may be extended by the Police Chief not to exceed a maximum of three (3) additional days.

#### **§7.3 Qualifications**

To qualify for bereavement leave pay, an employee must be eligible to receive regular earnings immediately preceding and following the bereavement period.

#### **§7.4 Compensable Days**

Bereavement pay is intended to provide for time off without loss of income, but not to increase income. Non-working days shall not be compensable.

### **ARTICLE 8** **VACATIONS**

#### **§8.1 Vacations**

All employees will be granted vacations with pay on the following basis:

- |   |              |
|---|--------------|
| A. Completion of one year of service    | 2 work weeks |
| B. Completion of six years service      | 3 work weeks |
| C. Completion of eleven years service   | 4 work weeks |
| D. Completion of eighteen years service | 5 work weeks |

#### **§8.2 Employment Year Accrual**

Vacation time earned will be figured on the basis of the employment year and shall include the total regular straight paid time the employee has worked for the Employer since the date of last employment.

#### **§8.3 Payment on Termination - Probationary Employee**

When an employee that has completed the probationary period has their employment terminated with the Employer for any reason, they shall be compensated for accrued vacation time on the basis of the number of days accrued on a pro-rated basis of time worked during the employment year.

#### **§8.4 Holidays Within Vacations**

In the event a holiday falls within a non-shift employee's vacation, the employee shall be entitled to an additional regular day off without loss of pay.

#### **§8.5 Vacation Scheduling Conflicts**

In the event an employee is on an Employer-directed or approved leave which conflicts with their scheduled vacation, another vacation time will be scheduled.

#### **§8.6 Accumulation and Carryover**

Earned vacation shall not accumulate from year to year and must be used by the end of the employment year following the year in which it was earned. If, because of scheduling difficulties, the Employer was not able to grant an employee's total earned vacation during the employment year, provisions will be made to carry over vacation days.

#### **§8.7 Sickness During Vacation**

Should an employee become ill or otherwise qualify for sick leave while on vacation, sick leave shall be used upon proof of illness or accident. It shall be the employee's responsibility to notify the Employer immediately should such change of status occur.



### **§8.8 Limitations on Vacation**

The maximum paid vacation leave an employee can take at any time shall not exceed five (5) times the number of work days in their work week.

### **§8.9 Splitting Work Weeks**

All employees may take vacations for periods of one (1) day. If shift employees take their vacation in single days, six (6) working days will constitute a work week.

## **ARTICLE 9** **WORK SCHEDULE**

### **§9.1 Non-shift Employees**

For the purpose of computing overtime pay only, the normal work week for non-shift officers and non-shift civilian employees will be as follows:

- A) Eight (8) hours work shall constitute a standard work day.
- B) Forty (40) hours work shall constitute a standard work week.
- C) The work week will consist of five (5) days of duty and two (2) days off.

This is not to be interpreted as a guarantee of a forty (40) hour work week.

### **§9.2 Shift Employees**

The shift employees scheduled work day will be eight (8) hours and forty (40) hours will constitute the standard work week. A thirty (30) minute lunch break is allowed during the scheduled work day to be taken on the employee's own time. To achieve a forty (40) hour work week, each shift employee will receive an average thirteen (13) additional scheduled days off per year. For the purposes of this contract, these days off shall be known as "extra days off." Saturdays and Sundays falling within the shift employee's scheduled work week will be considered normal work days.

### **§9.3 Rest Breaks**

The scheduling of rest breaks shall be the responsibility of the Shift Commander or Unit Supervisor.

### **§9.4 Changes in Work Schedule**

The City agrees to meet and discuss with the Union any contemplated changes in the work schedule prior to its implementation.

## **ARTICLE 10** **OVERTIME PAY**

### **§10.1 Time and One-Half**

Time and one-half the regular hourly rate of pay will be paid for all work performed in excess of the regularly scheduled work day or the regularly scheduled work week, but in no instance shall both daily and weekly overtime be applied to the same hours.

### **§10.2 Call Back - First Scheduled Day Off**

An employee who is called to work on their first scheduled day off or who volunteers to work, will be paid time and one-half (1 1/2) their regular hourly rate of pay for hours worked, subject to the provisions of Section 10.4 of this Agreement.

### **§10.3 Call Back - Second Scheduled Day Off**

An employee who is called back to work on their second day off or extra day off or who volunteers to work, will be paid two (2) times their regular hourly rate of pay for hours worked, subject to the provisions of Section 10.4 of this Agreement.

#### **§10.4 Minimum Overtime Rates**

An employee who is called to work on other than their regular work schedule shall be paid the appropriate overtime rate for the actual hours worked with a minimum of two (2) hours pay at the appropriate overtime rate, with the exception, that if the employee is called to work within two (2) hours before their regularly scheduled starting time, time and one-half (1 1/2) their regular hourly rate of pay will be paid until the regularly scheduled work begins.

#### **§10.5 Double Time Rates - Meals**

Employees will be paid two (2) times their regular hourly rate of pay, including time for meals, after sixteen (16) consecutive hours of work. If an employee is required to work ten (10) consecutive hours without a meal break, the City will provide a meal at a cost not to exceed five dollars (\$5.00).

#### **§10.6 Holiday/Vacation Overtime Call Back**

Employees who are called back to work while on an approved holiday or vacation will be paid on the following basis:

- (a) At work performed at less than a regularly scheduled tour of duty, the employee will receive three (3) times their regular hourly rate of pay.
- (b) For hours worked equivalent to their regular tour of duty, the employee will receive, at their option, two (2) times their regular hourly rate of pay and another day off or three (3) times their regular hourly rate of pay.

When prior arrangements have not been made, employees who are required by the employer to return from their vacation or holiday, or who have their approved vacation or holiday canceled before its commencement, will be reimbursed for reasonable expenses incurred by the employee and be given a like amount of paid time off. The provisions contained herein apply only when the holiday or vacation is interrupted or canceled by the Employer.

#### **§10.7 Compensatory Time**

In lieu of paid overtime, an employee may choose to apply for compensatory time off. When compensatory time is chosen, it will be accumulated and recorded at the appropriate overtime rate as defined in the Article. The maximum accumulation of compensatory time is ninety-six (96) hours and can carry over from year to year. Accumulation greater than ninety-six (96) hours must be approved by the Police Chief.

### **ARTICLE 11** **RETIREMENT AND SEVERANCE PAY**

#### **§11.1 Retirement Age**

The maximum age for police officers employed for police duty is sixty-five (65) years, at which time such police officers shall retire forthwith. Non-police officer employees of the department shall retire upon reaching age seventy (70) years. Extensions of employment for non-police officers must be approved by the Police Chief and the City Council.

#### **§11.2 Reimbursement**

Upon retirement or termination from employment for any reason, except discharge for just cause, each eligible employee shall receive severance pay on the following basis:

- (1) Employees hired on or before July 1, 1983 will have the severance benefits they elected and filed with the Personnel Division.
- (2) Employees hired after July 1, 1983 and before July 1, 1989 will be paid for unused sick leave using the following formula:
  - . 0 to 90 days unused sick leave - no severance pay accumulated.
  - . Over 90 days to 180 days unused sick leave - full accumulation of severance pay.
  - . Over 180 days unused sick leave - 1/2 accumulation of severance pay.
- (3) Employees hired after July 1, 1989 are not eligible for severance benefits.

Employees working less than the standard eight (8) hour work day will receive severance based on the number of hours in their work day. Employees scheduled for periods exceeding the standard eight (8) hour work day will receive severance based on the hourly equivalent of eight (8) hours per day.

In case of death, the employee's spouse or estate shall receive all benefits.

## **ARTICLE 12** **SEPARABILITY AND SAVINGS**

### **§12.1 Separability and Savings**

This Agreement is subject to the laws of the United States and the State of Iowa. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

### **§12.2 Duty to Re-negotiate**

In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

## **ARTICLE 13** **INSURANCE**

### **§13.1 Health and Hospitalization Insurance**

The Employer will maintain a group health insurance policy for employees and their dependents. When the Employer changes insurance carriers, it will meet and confer with the Union on proposed changes in coverage. The Employer will contribute one hundred percent (100%) of the monthly contribution cost of insurance on the employee only and employees are eligible for the insurance within thirty-one (31) days after employment with the Police Department. Employees may choose to pay \$24.32 per month, which is 2.35% of the total monthly health insurance contribution, for dependent care coverage.

Beginning FY2007, the health insurance plan is as follows:

\$500 (S) and \$1,000 (F) Deductible  
\$1,000 (S) and \$2,000 (F) Out of Pocket Maximum

Employee Deductible up to \$100 and Employee Out of Pocket Maximum up to \$500 will be reimbursed by the City through the Section 105 Plan. Insurance policy deductibles and co-insurance payments for dependents, if any, and the remaining deductible and co-insurance payments for the employee beyond the \$500 maximum, will be the responsibility of the employee.

Employees shall be subject to the four-tier Prescription Drug Plan as detailed in the City's Health Plan Document.

#### **FY2008 (June 30, 2007 – June 27, 2008):**

The Employee's monthly contribution rate for dependent care coverage shall be 4.65% of the total monthly health insurance contribution for dependent care coverage for that fiscal year as determined by the City.

#### **FY2009 (June 28, 2007 – June 26, 2009):**

The Employee's monthly contribution rate for dependent care coverage shall be 4.85% of the total monthly health insurance contribution for dependent care coverage for that fiscal year as determined by the City.

### **§13.2 Life Insurance**

The Employer will provide life insurance and accidental death and dismemberment in the amount of \$11,000.00 each for all bargaining unit employees. The Employer will contribute one hundred percent (100%) of the cost of this insurance and employees are eligible for the insurance within thirty-one (31) days after employment with the Police Department.

### **§13.3 Long-Term Disability**

The Employer will participate in long-term disability insurance for all department employees. Said disability insurance coverage shall be equal to the coverage now in existence. For particulars as to coverage, reference is hereby made to the existing policy.

### **§13.4 Police Professional**

False Arrest Insurance will be paid by the Employer for each police officer. The limits of liability included in this shall not be less than \$10,000-\$25,000-\$50,000. Any member wishing to subscribe for greater limits of liability shall pay an excess premium above the basic rate if available.

### **§13.5 Retiree Coverage**

Once an employee retires, nothing shall be construed as preventing a retired employee from voluntarily continuing in force, at their own expense, an existing contract for both the employee and their family.

## **ARTICLE 14** **TRANSFER PROCEDURES**

### **§14.1 Changes in Classification - Upward**

Employees transferred to vacant positions will receive the pay of such vacant positions. Employees transferred to a higher classification shall serve a trial period of ninety (90) days. At the end of the trial period, employees not qualified for the vacant position will return to their former position, without loss of seniority. Employees remaining in the higher classification after the trial period will lose their bargaining unit seniority.

Qualified Police Officers may temporarily serve in the position of acting Lieutenant. After serving three consecutive days in their respective positions, acting Lieutenants shall be paid an additional 5 percent above their regular hourly rate of pay, for all hours worked beginning with the fourth day.

For the purpose of this Article §14.1, the term qualified Police Officers shall be these police officers certified eligible for promotion to the rank of Lieutenant by the Cedar Falls Civil Service Commission.

### **§14.2 Changes in Classification - Downward**

When an employee, because of work shortage, is transferred to a position having a pay range less than they were receiving, they shall be reduced in accordance to that classification and rate after five (5) working days. The employee shall have the right to accept lay-off in lieu of being transferred.

### **§14.3 Posting Vacancies**

When there are job openings within the Police Department, the Police Chief will post notices on all department bulletin boards and employees will have the opportunity to apply for such positions. These job openings will be filled first by qualified employees from the department and second by other qualified persons.

### **§14.4 Police Chief to Establish Schedule**

The Police Chief shall establish the work schedule for each employee; however, a minimum of twenty-four (24) hours notice shall be given of any changes unless the same shall affect the employee's day off, in which case seventy-two (72) hours notice will be given. A change of working schedule with less than the required hours' notice will receive overtime provisions. At least two (2) calendar weeks notice of any permanent shift change shall be given. Permanent change shall be any change intended to last in excess of sixty (60) calendar days. If the Police Chief and an employee mutually agree to a shift or work schedule change, there shall be no minimum notice.

## **ARTICLE 15**

### **PAY PLAN**

#### **§15.1 Pay Schedule**

Attached as Exhibits "A", "B" & "C" is the Pay Plan for all classifications of the bargaining unit.

#### **§15.2 Gross Compensation**

The ranges of pay are gross compensation for full time service in the various job classifications excluding longevity.

#### **§15.3 Pay Rate Excludes Expenses**

The pay rates do not include reimbursement for travel expenses, automotive allowances or other authorized expenses incurred in connection with official business.

#### **§15.4 Minimum Rates**

The minimum rate (Step A) for each class should be the normal entering rate. Departures from this will only be made if necessary to fill a vacancy after vigorous recruitment efforts or recognition of unusual qualifications.

#### **§15.5 Progression Through Steps**

##### **§15.5.1 Sworn Police Officers**

Progression through the pay ranges for sworn Police Officers will normally be accomplished by a review of employee's performance, and assuming satisfactory service, will proceed along the following lines:

- |                        |   |
|------------------------|---|
| (A) Step I to Step II: | After satisfactory completion of probationary period of one (1) year. |
| (B) Step II to III:    | After one (1) year in Step II.  |
| (C) Step III to IV:    | After three (3) years of service in Step III.                         |
| (D) Step IV to V:      | After two (2) years in Step IV.                                       |
| (E) Step V to VI:      | After two (2) years in Step V.  |
| (F) Step VI to VII:    | After one (1) year in Step VI.  |
| (G) Step VII to VIII:  | After one (1) year in Step VII.                                       |
| (H) Step VIII to IX:   | After one (1) year in Step VIII.                                      |

Movement through the steps will be according to the individual officers' hire date; however, officers who were hired at old step B (pre-FY2005 contract) shall proceed through the steps with a credit for that "old" Step A year.

For contract year FY2005, effective July 3, 2004, officers shall receive their FY2004 step pay (old steps A through F) plus 2% or their new step pay under the above schedule, whichever is greater. When officers reach their anniversary date with the City during contract year FY2005, they shall receive what would have been "old" (FY2004) Step A through F pay plus 2% or their new step pay under the above schedule, whichever is greater. After each officer reaches their anniversary date during contract year FY2005, they shall be placed within the new schedule outlined above in accordance with their anniversary date (Steps I through IX). If their FY2005 pay is above the new step (Steps I through IX) schedule, the officer's pay shall remain at the FY2005 rate until the new step schedule catches up with their rate of pay.

After July 3, 2004, officers will move through the new Steps I through IX according to their hire date.

For example, if an officer is currently (FY2004) at old Step C, the officer on July 3, 2004, will receive old Step C pay plus 2%. When the officer's anniversary date occurs in FY2005, the officer will receive the old Step D pay plus 2%. The officer will then move into the new step plan and be classified as Step III. The officer will receive increases in future years when the new step plan catches up to the officer's FY2005 ending rate. After July 2, 2005, some officers may not receive a raise by virtue of the change in step schedules in FY2005 reflected above.

See Exhibit "D".

##### **§15.5.2 Non-Sworn Police Personnel**

Progression through the pay ranges for non-sworn Police personnel will normally be accomplished by a review of employee's performance, and assuming satisfactory service, will proceed along the following lines:

- (A) Step A to Step B: After satisfactory completion of probationary period of six (6) months.
- (B) Step B to Step C: After one (1) year of service in Step B.
- (C) Step C to Step D: After one (1) year of service in Step C.
- (D) Step D to Step E: After one (1) year of service in Step D.
- (E) Step E to Step F: After one (1) year of service in Step E.
- (F) Step F to Step G: After one (1) year of service in Step F.
- (G) Step G to Step H: After one (1) year of service in Step G.

#### **§15.6 Promotional Pay**

Promotion will normally entail at least a one step adjustment in pay or more if necessary to reach the minimum pay rate of the new classification. Further progression through the range will be governed by the same criteria as set forth above.

#### **§15.7 Longevity**

In addition to their regular straight-time rate of pay, longevity shall be paid on the following basis.

<u>YEARS OF SERVICE</u>	<u>\$/MONTH</u>
Beginning 0 through 4 years	None
Beginning 5 through 7 years	15.00
Beginning 8 through 10 years	25.00
Beginning 11 through 13 years	35.00
Beginning 14 through 16 years	45.00
Beginning 17 through 19 years	55.00
Beginning 20 through 22 years	65.00
Beginning 23 through 25 years	75.00
Beginning 26 through 28 years	85.00
Beginning 29 through 31 years	95.00
Beginning 32 through 34 years	105.00
Beginning 35 years and over	115.00

For the purposes of computing overtime compensation pursuant to Article 10 of this Agreement, any longevity pay to which an employee is entitled shall be considered part of the overtime rate of pay.

#### **§15.8 Shift Differential**

##### **§15.8.1 Second Shift**

If the majority of hours actually worked by an employee in a workday occur between the hours of 2:45 P.M. and 10:45 P.M., the employee shall receive, in addition to the applicable straight-time rate of pay for that workday, a shift differential of twenty-five cents (\$.25) per hour for all hours actually worked in that workday.

##### **§15.8.2 Third Shift**

If the majority of hours actually worked by an employee in a work day occur between the hours of 10:45 P.M. and 6:45 A.M., the employee shall receive, in addition to the applicable straight-time rate of pay for that workday, a shift differential of thirty-five cents (\$.35) per hour for all hours actually worked in that workday.

For purposes of computing overtime compensation pursuant to Article 10 of this agreement, any shift differential to which an employee is entitled shall be considered part of the overtime rate of pay.

#### **§15.9 Pay Checks**

Pay checks shall be distributed at established places by 8:00 AM pay day. All department employees are encouraged to participate in the City's electronic banking program. Electronic banking shall be provided for each employee requesting it in

writing. When electronic banking is selected, the Employer will transfer the employee's pay at a time early enough to allow the employee's bank to credit such pay to the employee's account by 1:00 AM on pay day. In the event pay day falls on a holiday, the employee shall be paid the preceding day. The employer will furnish the employee with a record of hours worked, total earnings and deductions each pay day in addition to the annual statement of earnings.

**§15.10 Effective Date for Compensation and Benefit Adjustment:**

All adjustments to compensation and benefits to which employees are entitled, under the terms of this agreement, shall become effective on the first day of the pay period which begins between the dates of June 24 and July 7, inclusive, of each year.

**§15.11 Pay Period and Pay Day:**

(a) Pay Period. The Employer's pay period shall consist of a fourteen (14) consecutive day period ending on a Friday.

(b) Current Pay Day. The Employer's pay day shall be the first Friday following the last day of the pay period.

**ARTICLE 16**

**UNION DUES AND CHECK OFF**

**§16.1 Deduction of Union Dues**

The Employer agrees to deduct Union dues from the wages of an employee covered by this Agreement provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in the Code of Iowa as amended, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements unless the undersigned shall give thirty (30) days written notice to the Employer of cancellation.

**§16.2 Employer Hold Harmless**

The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for the Union from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of Teamsters Union Local No. 238.

**§16.3 Monthly Deductions**

Deductions shall be made from the first pay check of each month and remitted within ten (10) days thereafter.

**ARTICLE 17**

**GENERAL PROVISIONS**

**§17 Uniforms**

The Department will provide an original issue of clothing and equipment for all employees. The Department will also provide an annual allowance of \$475.00 for Police Officers for the maintenance and replacement of required clothing. All allowances will be payable each year by July 15th. Police equipment will be issued by the Department with replacement as needed. All clothing and equipment styles must be approved by the Police Chief prior to use.

**§17.1 Pay Day**

Pay day shall be every other Friday, beginning with the second Friday in July. Pay periods shall end on the Friday before the pay day for all overtime pay. Pay checks shall be distributed at established times and places. In the event pay day falls on a holiday, the employee shall be paid the preceding day. The Employer will furnish the employee with a record of hours worked, total earnings and deductions with every pay check in addition to the annual statement of earnings.

**§17.2 Transportation Authorization**

Employees of the Police Department shall not furnish their own transportation on Employer business unless specifically authorized and directed by the Police Chief. Employees shall be reimbursed for the use of their automobiles when directed to use them for Employer business at the rate provided by law.

### **§17.3 Travel Requests and Payments**

Where employees are away from the City on authorized Employer business, the Employer will pay the reasonable and normal expenses required. All travel requests and payments must be approved by the Police Chief.

### **§17.4 Safety and Training**

The Employer will provide safety and job training programs and it shall be a condition of employment that each employee actively participate when such programs are conducted during working hours.

### **§17.5 Protective Devices - Safety**

The City shall make reasonable provisions for the safety of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury or illness in conformance with statutory requirements.

### **§17.6 Personal Property**

Personal property required to be carried on duty shall, at the Employer's expense, be replaced at a reasonable price not to exceed \$125.00 per item as determined by the Police Chief, in the event of damage not due to employee negligence and pursuant to police activity.

### **§17.7 Disclaimer - Civil Service**

Nothing in the Agreement shall supersede the Civil Service Laws of the State of Iowa as found in the latest edition of the Code of Iowa.

### **§17.8 City Defense of Employees**

The City agrees that it will defend any of its employees and, except in cases of malfeasance in office, willful and unauthorized injury to persons, property or willful or wanton neglect of duty, shall save harmless and indemnify such employees against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their employment or duties, as provided by law.

### **§17.9 Educational Assistance Program**

All bargaining unit members are hereby included in the City Educational Assistance Program as that program exists on the date the contract is signed. Any changes in the program will be subject to renegotiation.

### **§17.10 Police Associations**

If an employee is chosen as a representative to the Iowa State Policemen's Association, the Employer will provide paid time off and the registration fees to attend said training conferences. Employees must receive concurrences to attend from the Police Chief, which shall not be unreasonably withheld.

### **§17.11 Changes During Term of Contract Agreement**

It is mutually agreed that neither party, by the provisions of this Article, has any obligations to negotiate any change of this Agreement to take effect during its terms. Should either party determine that it is reasonable to make a specific change, they may inform the other party. The other party, however, has no obligation to enter into negotiations. If both parties agree on a specific change or clarification of the Agreement, the same shall be put into writing, ratified and implemented without such action opening the contract for discussion of any other subject.

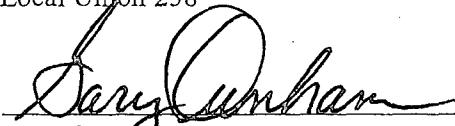


**§17.12 Duration**

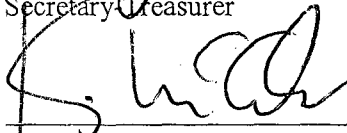
(a) Term of Agreement. This Agreement shall become effective immediately after midnight of July 1, 2006, and shall continue in full force and effect through midnight of June 26, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CHAUFFEURS, TEAMSTERS  
& HELPERS LOCAL UNION  
Local Union 238



Gary G. Dunham  
Secretary-Treasurer

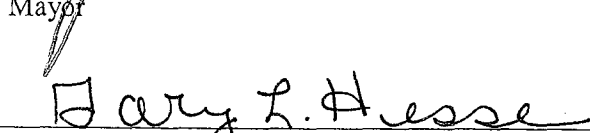


Kevin McCombs  
Business Representative

CITY OF CEDAR FALLS,  
IOWA



Jon Crews  
Mayor



Gary Hesse  
City Clerk

EXHIBIT "A"

CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY07 PAY PLAN

3.25% PARKING METER RANGE P-1  
3.25% SENIOR POLICE OFFICERS RANGE P-3  
Effective: July 1, 2006 - June 29, 2007

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Attdt.	A	\$23,653.76	\$24,635.52	\$25,688.00	\$26,594.88
		M	\$1,971.15	\$2,052.96	\$2,140.67	\$2,216.24
		BW	\$909.76	\$947.52	\$988.00	\$1,022.88
		H	\$11.372	\$11.844	\$12.350	\$12.786
P-3	Sr. Police Officer.	A	\$39,682.24	\$41,496.00	\$43,353.44	\$45,325.28
		M	\$3,306.85	\$3,458.00	\$3,612.79	\$3,777.11
		BW	\$1,526.24	\$1,596.00	\$1,667.44	\$1,743.28
		H	\$19.078	\$19.950	\$20.843	\$21.791

EXHIBIT "B"

CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY07 PAY PLAN: 3.25% FOR RANGES C-1, C-2, P-T1 AND P-T2  
Effective: July 1, 2006 - June 29, 2007

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
C-1	Account Clerk	A	\$28,302.56	\$29,147.04	\$30,026.88	\$30,921.28	\$31,855.20	\$32,809.92	\$33,795.84	\$34,802.56
	Computer Operator	M	\$2,358.55	\$2,428.92	\$2,502.24	\$2,576.77	\$2,654.60	\$2,734.16	\$2,816.32	\$2,900.21
	Radio Dispatcher	BW	\$1,088.56	\$1,121.04	\$1,154.88	\$1,189.28	\$1,225.20	\$1,261.92	\$1,299.84	\$1,338.56
		H	\$13.607	\$14.013	\$14.436	\$14.866	\$15.315	\$15.774	\$16.248	\$16.732
C-2	Records & Computer	A	\$29,721.12	\$30,607.20	\$31,530.72	\$32,472.96	\$33,450.56	\$34,446.88	\$35,482.72	\$36,549.76
	Services Supervisor	M	\$2,476.76	\$2,550.60	\$2,627.56	\$2,706.08	\$2,787.55	\$2,870.57	\$2,956.89	\$3,045.81
		BW	\$1,143.12	\$1,177.20	\$1,212.72	\$1,248.96	\$1,286.56	\$1,324.88	\$1,364.72	\$1,405.76
		H	\$14.289	\$14.715	\$15.159	\$15.612	\$16.082	\$16.561	\$17.059	\$17.572
P-T 1	P-T Dispatchers P-T Meter Attendants P-T Clerical	H	\$9.772	\$10.065	\$10.364	\$10.679	\$10.996	\$11.328	\$11.667	\$12.019
P-T 2	Crossing Guards	H	\$9.772							

EXHIBIT "C"  
CITY OF CEDAR FALLS, IOWA  
POLICE DEPT. - UNION  
FY07 POLICE OFFICER PAY PLAN  
3.25% FOR STEPS P-2 I - P-2 IX  
Effective: July 1, 2006 - June 29, 2007

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$34,794.24	\$38,413.44	\$39,183.04	\$39,967.20	\$40,765.92	\$41,581.28	\$43,033.12	\$44,110.56	\$45,325.28
		M	\$2,899.52	\$3,201.12	\$3,265.25	\$3,330.60	\$3,397.16	\$3,465.11	\$3,586.09	\$3,675.88	\$3,777.09
		BW	\$1,338.24	\$1,477.44	\$1,507.04	\$1,537.20	\$1,567.92	\$1,599.28	\$1,655.12	\$1,696.56	\$1,743.27
		H	\$16.728	\$18.468	\$18.838	\$19.215	\$19.599	\$19.991	\$20.689	\$21.207	\$21.791

EXHIBIT "A"

CITY OF CEDAR FALLS, IOWA

POLICE DEPARTMENT - UNION

FY08 PAY PLAN

3.50% PARKING METER RANGE P-1

3.50% SENIOR POLICE OFFICERS RANGE P-3

Effective: June 30, 2007 - June 27, 2008

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Attdt.	A	\$24,481.60	\$25,498.72	\$26,586.56	\$27,526.72
		M	\$2,040.13	\$2,124.89	\$2,215.55	\$2,293.89
		BW	\$941.60	\$980.72	\$1,022.56	\$1,058.72
		H	\$11.770	\$12.259	\$12.782	\$13.234
P-3	Sr. Police Officer	A	\$41,071.68	\$42,947.84	\$44,871.84	\$46,912.32
		M	\$3,422.64	\$3,578.99	\$3,739.32	\$3,909.36
		BW	\$1,579.68	\$1,651.84	\$1,725.84	\$1,804.32
		H	\$19.746	\$20.648	\$21.573	\$22.554

EXHIBIT "B"

CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY08 PAY PLAN: 3.50% FOR RANGES C-1, C-2, P-T1 AND P-T2  
Effective: June 30, 2007 - June 27, 2008

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
C-1	Account Clerk	A	\$29,292.64	\$30,166.24	\$31,077.28	\$32,002.88	\$32,970.08	\$33,958.08	\$34,979.36	\$36,021.44
	Computer Operator	M	\$2,441.05	\$2,513.85	\$2,589.77	\$2,666.91	\$2,747.51	\$2,829.84	\$2,914.95	\$3,001.79
	Radio Dispatcher	BW	\$1,126.64	\$1,160.24	\$1,195.28	\$1,230.88	\$1,268.08	\$1,306.08	\$1,345.36	\$1,385.44
		H	\$14.083	\$14.503	\$14.941	\$15.386	\$15.851	\$16.326	\$16.817	\$17.318
C-2	Records & Computer	A	\$30,761.12	\$31,678.40	\$32,635.20	\$33,608.64	\$34,621.60	\$35,653.28	\$36,724.48	\$37,828.96
	Services Supervisor	M	\$2,563.43	\$2,639.87	\$2,719.60	\$2,800.72	\$2,885.13	\$2,971.11	\$3,060.37	\$3,152.41
		BW	\$1,183.12	\$1,218.40	\$1,255.20	\$1,292.64	\$1,331.60	\$1,371.28	\$1,412.48	\$1,454.96
		H	\$14.789	\$15.230	\$15.690	\$16.158	\$16.645	\$17.141	\$17.656	\$18.187
P-T 1	P-T Dispatchers P-T Meter Attendants P-T Clerical	H	\$10.114	\$10.417	\$10.727	\$11.053	\$11.381	\$11.724	\$12.075	\$12.440
P-T 2	Crossing Guards	H	\$10.114							

EXHIBIT "C"  
CITY OF CEDAR FALLS, IOWA  
POLICE DEPT. - UNION  
FY08 POLICE OFFICER PAY PLAN  
3.50% FOR STEPS P-2 I - P-2 IX  
Effective: June 30, 2007 - June 27, 2008

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$36,011.04	\$39,757.12	\$40,553.76	\$41,367.04	\$42,192.80	\$43,037.28	\$44,539.04	\$45,653.92	\$46,912.32
		M	\$3,000.92	\$3,313.09	\$3,379.48	\$3,447.25	\$3,516.07	\$3,586.44	\$3,711.59	\$3,804.49	\$3,909.34
		BW	\$1,385.04	\$1,529.12	\$1,559.76	\$1,591.04	\$1,622.80	\$1,655.28	\$1,713.04	\$1,755.92	\$1,804.31
		H	\$17.313	\$19.114	\$19.497	\$19.888	\$20.285	\$20.691	\$21.413	\$21.949	\$22.554

EXHIBIT "A"

CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY09 PAY PLAN

3.75% PARKING METER RANGE P-1  
3.75% SENIOR POLICE OFFICERS RANGE P-3  
Effective: June 28, 2008 - June 26, 2009

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Attdt.	A	\$25,398.88	\$26,455.52	\$27,582.88	\$28,558.40
		M	\$2,116.57	\$2,204.63	\$2,298.57	\$2,379.87
		BW	\$976.88	\$1,017.52	\$1,060.88	\$1,098.40
		H	\$12.211	\$12.719	\$13.261	\$13.730
P-3	Sr. Police Officer	A	\$42,610.88	\$44,557.76	\$46,554.56	\$48,672.00
		M	\$3,550.91	\$3,713.15	\$3,879.55	\$4,056.00
		BW	\$1,638.88	\$1,713.76	\$1,790.56	\$1,872.00
		H	\$20.486	\$21.422	\$22.382	\$23.400



EXHIBIT "B"

CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY09 PAY PLAN: 3.75% FOR RANGES C-1, C-2, P-T1 AND P-T2  
Effective: June 28, 2008 - June 26, 2009

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
C-1	Account Clerk	A	\$30,390.88	\$31,297.76	\$32,242.08	\$33,203.04	\$34,205.60	\$35,231.04	\$36,291.84	\$37,371.36
	Computer Operator	M	\$2,532.57	\$2,608.15	\$2,686.84	\$2,766.92	\$2,850.47	\$2,935.92	\$3,024.32	\$3,114.28
	Radio Dispatcher	BW	\$1,168.88	\$1,203.76	\$1,240.08	\$1,277.04	\$1,315.60	\$1,355.04	\$1,395.84	\$1,437.36
		H	\$14.611	\$15.047	\$15.501	\$15.963	\$16.445	\$16.938	\$17.448	\$17.967
C-2	Records & Computer	A	\$31,915.52	\$32,866.08	\$33,858.24	\$34,869.12	\$35,919.52	\$36,990.72	\$38,101.44	\$39,247.52
	Services Supervisor	M	\$2,659.63	\$2,738.84	\$2,821.52	\$2,905.76	\$2,993.29	\$3,082.56	\$3,175.12	\$3,270.63
		BW	\$1,227.52	\$1,264.08	\$1,302.24	\$1,341.12	\$1,381.52	\$1,422.72	\$1,465.44	\$1,509.52
		H	\$15.344	\$15.801	\$16.278	\$16.764	\$17.269	\$17.784	\$18.318	\$18.869
P-T 1	P-T Dispatchers P-T Meter Attendants P-T Clerical	H	\$10.493	\$10.808	\$11.129	\$11.467	\$11.808	\$12.164	\$12.528	\$12.907
P-T 2	Crossing Guards	H	\$10.493							

EXHIBIT "C"  
CITY OF CEDAR FALLS, IOWA  
POLICE DEP'T. - UNION  
FY09 POLICE OFFICER PAY PLAN  
3.75% FOR STEPS P-2 I - P-2 IX  
Effective: June 28, 2008 - June 26, 2009

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$37,360.96	\$41,248.48	\$42,074.24	\$42,918.72	\$43,775.68	\$44,651.36	\$46,209.28	\$47,365.76	\$48,672.00
		M	\$3,113.41	\$3,437.37	\$3,506.19	\$3,576.56	\$3,647.97	\$3,720.95	\$3,850.77	\$3,947.15	\$4,055.98
		BW	\$1,436.96	\$1,586.48	\$1,618.24	\$1,650.72	\$1,683.68	\$1,717.36	\$1,777.28	\$1,821.76	\$1,871.99
		H	\$17.962	\$19.831	\$20.228	\$20.634	\$21.046	\$21.467	\$22.216	\$22.772	\$23.400

EXHIBIT "D"  
CITY OF CEDAR FALLS, IOWA  
POLICE DEP'T. - UNION  
FY05 POLICE OFFICER PAY PLAN

*This schedule is shown for historical purposes only*

			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
P-2	Police Officer	A	\$32,876.48	\$36,298.08	\$37,928.80	\$39,944.32	\$40,940.64	\$42,209.44
		M	\$2,739.71	\$3,024.84	\$3,160.73	\$3,328.69	\$3,411.72	\$3,517.45
		BW	\$1,264.48	\$1,396.08	\$1,458.80	\$1,536.32	\$1,574.64	\$1,623.44
		H	\$15.806	\$17.451	\$18.235	\$19.204	\$19.683	\$20.293

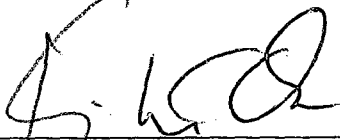
Letter of Understanding

Both parties mutually agree that the positions of Asst. Shift Supr., Crime Prev. Off. and Police Trng. Off. are no longer in effect and all references to them are deleted.

However, should these positions be reinstated, the parties agree to bargain up to and through the impasse procedure for wages, benefits and working conditions.

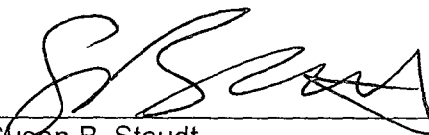
Dated this 26 day of June, 2006.

FOR THE UNION:



Kevin McCombs  
Business Representative

FOR THE CITY OF CEDAR FALLS, IOWA:



Susan B. Staudt  
Asst. City Attorney

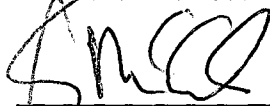
LETTER OF UNDERSTANDING BETWEEN  
CITY OF CEDAR FALLS, IOWA  
AND  
TEAMSTERS UNION LOCAL NO. 238  
(Police Department)  
REGARDING ARTICLE 17, UNIFORMS

This letter of understanding is entered between the City of Cedar Falls, Iowa, Employer, and Teamsters Union Local No. 238 (Police Department):


1. This letter of understanding is not part of the collective bargaining agreement.
2. The term of this letter shall be for one (1) year from July 1, 2006 to June 29, 2007.
3. The City will agree to allow a portion of the annual uniform allowance to be used for reimbursement of certain equipment as follows: Officers can use no more than \$75 of the annual allowance for reimbursement of the purchase of the following four identified equipment items: flashlight, handcuffs, ticket book, clip board.
4. The Union is expected to monitor and police itself with respect to the condition of its members' uniforms. The parties understand that if the City must inform any one officer that their attire is unacceptable, this Letter of Understanding will not be renewed.
5. There is no guarantee of any future practice or agreement with respect to the subject matter of this letter of understanding.

Dated this 26 day of June, 2006.

FOR THE UNION:

  
Kevin McCombs  
Business Representative

FOR THE CITY OF CEDAR FALLS, IOWA:

  
Susan Bernau Staudt  
City Attorney